

| PHA 5-Year and Annual Plan | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires 4/30/2011 | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|---|--|----------|--------------------------------------|-------------------------------|--------------------------------------|-------------------------------|------------------------------|-----|--------|--|--|--|--|--|--------|--|--|--|--|--|--------|--|--|--|--|--|--|
| 1.0 | PHA Information PHA Name: <u>Schulenburg Housing Authority</u> PHA Code: <u>TX 296</u> PHA Type: <input checked="" type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2010</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.0 | Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>36</u> Number of HCV units: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.0 | Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.0 | PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="2" style="width: 35%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) Included in the Consortia</th> <th rowspan="2" style="width: 20%;">Programs Not in the Consortia</th> <th colspan="2" style="width: 15%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 5%;">PH</th> <th style="width: 10%;">HCV</th> </tr> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | Participating PHAs | PHA Code | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program | | PH | HCV | PHA 1: | | | | | | PHA 2: | | | | | | PHA 3: | | | | | | |
| Participating PHAs | PHA Code | | | | | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program | | | | | | | | | | | | | | | | | | | | |
| | | PH | HCV | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 1: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 2: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHA 3: | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.0 | 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2 | Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. The PHA will continue to reduce public housing vacancies and modernize the units to increase the supply of decent safe, and affordable housing. The PHA will maintain its High Performer status and will continue to provide excellent service to ALL residents without regards to race or any other diversion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.0 | PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. 1. The Schulenburg Housing Authority (SHA) maintains one jurisdiction wide waiting list which is governed by time and date only 2. See Below listed as 6.02 Financial Resources 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.0 | Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.0 | Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.2 | Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.3 | Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|-------------|--|
| 9.0 | Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. |
| 9.1 | Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. |
| 10.0 | <p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> |
| 11.0 | <p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> |

6.02**Financial Resources**

| Planned Sources and Uses | | |
|---|---------------|---------------------|
| Sources | Planned \$ | Planned Uses |
| 1. Federal Grants (FY 2009 grants) | | |
| a) Public Housing Operating Fund | \$ 77,537.00 | |
| b) Public Housing Capital Fund 2009 CFP | \$ 47,786.00 | |
| c) HOPE VI Revitalization | | |
| d) HOPE VI Demolition | | |
| e) Annual Contributions for Section 8 Tenant-Based Assistance | | |
| f) Public Housing Drug Elimination Program (including any Technical Assistance funds) | | |
| g) Resident Opportunity and Self-Sufficiency Grants | | |
| h) Community Development Block Grant | | |
| i) HOME | | |
| Other Federal Grants (list below) | | |
| j) Public Housing Capital Fund 2009 ARRA | \$ 60,569.00 | Renovation of Units |
| 2. Prior Year Federal Grants (unobligated funds only) (list below) | | |
| | | |
| 3. Public Housing Dwelling Rental Income | \$ 52,856.00 | |
| | | |
| 4. Other income (list below) | | |
| Farmers Home Subsidy | \$ 34,776.00 | Operational |
| Tennant Rents | \$ 17,466.00 | Operational |
| 5. Non-federal sources (list below) | | |
| | | |
| Total resources | \$ 290,990.00 | |
| | | |

6.03 RENT DETERMINATION POLICIES

The SHA maintains a minimum rent of between \$26.00 and \$ 50.00 as derived by using the 30% of adjusted income

6.04 OPPERATIONAL AND MAINTENANCE POLICIES

See ATTACHED Addendum Q Maintenance Policy of the SHA policies and procedures

6.05 GREVIENCE PROCEDURES

See ATTACHED Addendum I Grievance Procedures of the SHA policies and procedures

6.06 DESIGNATED HOUSING FOR ELDERLY OR DISABLED-

The Black Street and South Main sites are so designated

6.07 COMMUNITY SERVICE

See ATTACHED Addendum O Community Service and Self Sufficiency of the SHA policies and procedures

6.08 SAFETY AND CRIME PREVENTION

The SHA maintains close relations with State, County and local Police in maintaining Safe and Crime Free Environment

6.09 PETS

See ATTACHED Addendum J Pet Ownership Policy of the SHA policies and procedures

6.10 CIVIL RIGHTS CERTIFICATION

See ATTACHED pages 1-5 of the A and O policies of the SHA policies and procedures

6.11 FISCAL YEAR AUDIT

The Schulenburg Housing Authority being a SMALL Housing Authority is Exempt from the Annual Audit Requirement

6.12 ASSETT MANAGEMENT

The Schulenburg Housing Authority has and will continue to operate as a single AMP

6.13 VIOLENCE AGAINST WOMEN ACT (VAWA)

See ATTACHED Required attachment VAWA and a copy of the SHA VAWA Policy of the SHA

The State of Texas Plan does NOT support the Housing Authority's Plan with specific actions and commitments but the long range goals are in accord with those of the Housing Authority to a) Promote adequate and affordable housing b) Promote economic opportunity c) Promote a suitable living environment without discrimination

8.1 Capital Fund Program Progress reports attached

8.2 Capital Fund Program 2010 plan and 5 year action plan attached

9.0 Housing Needs

| Housing Needs of Families in the Jurisdiction by Family Type | | | | | | | |
|---|----------------|----------------------|---------------|----------------|----------------------|---------------|-----------------|
| Family Type | Overall | Affordability | Supply | Quality | Accessibility | 2.Size | Location |
| Income <= 30% of AMI | 1 | 2 | 1 | 4 | 0 | 3 | 5 |
| Income >30% but <=50% of AMI | 1 | 2 | 1 | 3 | 0 | 3 | 5 |
| Income >50% but <80% of AMI | 1 | 2 | 1 | | | | |
| Elderly | 1 | | | | | | |
| Families with Disabilities | | 1 | 1 | | 1 | | |
| Race/Ethnicity | | | | | | | |
| Race/Ethnicity | | | | | | | |
| Race/Ethnicity | | | | | | | |
| Race/Ethnicity | | | | | | | |

9.1 Strategy for Addressing Housing Needs

The Schulenburg Housing Authority has been and will strive to remain a High Performer with an Occupancy Rate of 97 %

The waiting List is reviewed weekly and with the close association that Management maintains with Residents which allows the Management to closely monitor the upcoming vacancies and fill them in a timely manner

10.0

A. Substantial Deviation from the 5-year Plan:

Any change to the Mission Statement

50% deletion from or addition to the goals and objectives as a whole.

50% or more decrease in the quantifiable measurement of any individual goal or objective

B. Significant Amendment or Modification to the Annual Plan:

50% variance in funds projected in the Financial Resources Statement and / or the Capital Fund Program Annual Statement.

Any change in policy or procedure that requires a regulatory 30 day posting

Any submission to HUD that requires a separate notification to residents.

11.0 Required Submission for HUD Field Office Review

Forwarded under separate cover

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**PHA Name: **Housing Authority of the City of Schulenburg, Texas**

Grant Type and Number

Capital Fund Program Grant No: **TX59P29650100**

Replacement Housing Factor Grant No:

Federal FY
of Grant:
2010☒ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost | |
|------|--|----------------------|---------|-------------------|----------|
| | | Original | Revised | Obligated | Expended |
| 1 | Total non-CFP Funds | | | | |
| 2 | 1406 Operations <i>(may not exceed 20% of line 21)</i> | \$ 7,640.00 | | | |
| 3 | 1408 Management Improvements | | | | |
| 4 | 1410 Administration <i>(may not exceed 1020% of line 21)</i> | \$ 4,560.00 | | | |
| 5 | 1411 Audit | | | | |
| 6 | 1415 Liquidated Damages | | | | |
| 7 | 1430 Fees and Costs | \$ 6,885.00 | | | |
| 8 | 1440 Site Acquisition | | | | |
| 9 | 1450 Site Improvement | \$ 11,500.00 | | | |
| 10 | 1460 Dwelling Structures | \$ 14,701.00 | | | |
| 11 | 1465.1 Dwelling Equipment—Nonexpendable | | | | |
| 12 | 1470 Nondwelling Structures | | | | |
| 13 | 1475 Nondwelling Equipment | \$ 2,500.00 | | | |
| 14 | 1485 Demolition | | | | |
| 15 | 1490 Replacement Reserve | | | | |
| 16 | 1492 Moving to Work Demonstration | | | | |
| 17 | 1495.1 Relocation Costs | | | | |
| 18 | 1499 Development Activities | | | | |
| 19 | 1501 Collateralization or Debt Service | | | | |
| 20 | 1502 Contingency | | | | |
| 21 | Amount of Annual Grant: (sum of lines 2 – 20) | \$ 47,786.00 | | | |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security – Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security – Hard Costs | | | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | \$ 2,145.00 | | | |

Signature of Executive Director

Signature of Public Housing Director Office Programs Administrator

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650100 Replacement Housing Factor Grant No: | | | Federal FY of Grant: 2010 | | | |
|--|---|--|-----|----------------------|----------------------------------|--------------------|-------------------|-------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | <u>Operations</u> | | | | | | | |
| TX 296-1 | <u>Administrative Salaries</u> | 1406 | | \$ 7,640.00 | | | | |
| | Funding for additional administrative salaries | 1406 | | \$ 7,640.00 | | | | |
| | <u>Administration</u> | 1410 | | \$ 4,560.00 | | | | |
| TX 269-1 | <u>Technical Salaries</u> | 1410 | | \$ 3,660.00 | | | | |
| | The PHA is required to utilize staff time associated with procurement, management, and construction | | | | | | | |
| TX 269-1 | <u>Travel Costs</u> | 1410 | | \$ 500.00 | | | | |
| | The PHA requires funds for travel associated with the program | | | | | | | |
| TX 269-1 | <u>Sundry Costs</u> | 1410 | | \$ 400.00 | | | | |
| | Funds needed for advertising, and associated other costs | | | | | | | |
| | <u>Fees and Costs</u> | 1430 | | \$ 6,885.00 | | | | |
| TX 269-1 | <u>A/E Fees</u> | 1430 | | \$ 3,102.00 | | | | |
| | Design and construction services are required due to the scope of improvements | | | | | | | |
| TX 269-1 | <u>Modernization Coordinator</u> | 1430 | | \$ 2,585.00 | | | | |
| | Services required to assist PHA in fulfillment of program | | | | | | | |
| TX 269-1 | <u>Fee Accountant</u> | 1430 | | \$ 1,200.00 | | | | |
| | Monthly accounting | | | | | | | |
| | <u>Site Work</u> | 1450 | | \$ 11,500.00 | | | | |
| TX 296-1 | <u>Conversion of Gas transmission lines</u> | 1450 | | \$ 11,500.00 | | | | |
| | | | | | | | | |

| Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages | | | | | | | | |
|---|--|---|-----|----------------------------|----------------------------------|--------------------|-------------------|-------------------|
| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650100 Replacement Housing Factor Grant No: | | | Federal FY of Grant: 2010 | | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | <u>Dwelling Structures Improvements</u> | <u>1460</u> | | <u>\$ 14,701.00</u> | | | | |
| | <u>Porch conversion to Laundry room</u> | 1460 | | \$ 3,000.00 | | | | |
| | Construct wall to close in rear porch to create a laundry room | | | | | | | |
| | <u>Ceiling & Wall Repairs</u> | <u>1460</u> | | <u>\$ 11,701.00</u> | | | | |
| | Repair detritions to walls and ceilings due to normal detritions | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | <u>Non-Dwelling Equipment</u> | <u>1475</u> | | <u>\$ 2,500.00</u> | | | | |
| TX 269-1 | <u>Printer Fax Scanner Replacement</u> | 1475 | | \$ 2,500.00 | | | | |
| | The PHA has a need for replacement | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| |
|---|
| Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule |
|---|

[illegible]

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**PHA Name: **Housing Authority of the City of Schulenburg, Texas**

Grant Type and Number

Capital Fund Program Grant No: **TX59P29650109**

Replacement Housing Factor Grant No:

Federal FY
of Grant:
2009☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)☒ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost | |
|------|--|----------------------|---------|-------------------|----------|
| | | Original | Revised | Obligated | Expended |
| 1 | Total non-CFP Funds | | | | |
| 2 | 1406 Operations (<i>may not exceed 20% of line 21</i>) | \$ 7,640.00 | | 0 | 0 |
| 3 | 1408 Management Improvements | | | | |
| 4 | 1410 Administration (<i>may not exceed 1020% of line 21</i>) | \$ 4,560.00 | | 0 | 0 |
| 5 | 1411 Audit | | | | |
| 6 | 1415 Liquidated Damages | | | | |
| 7 | 1430 Fees and Costs | \$ 6,885.00 | | 0 | 0 |
| 8 | 1440 Site Acquisition | | | | |
| 9 | 1450 Site Improvement | \$ 11,500.00 | | 0 | 0 |
| 10 | 1460 Dwelling Structures | \$ 14,701.00 | | 0 | 0 |
| 11 | 1465.1 Dwelling Equipment—Nonexpendable | | | | |
| 12 | 1470 Nondwelling Structures | | | | |
| 13 | 1475 Nondwelling Equipment | \$ 2,500.00 | | 0 | 0 |
| 14 | 1485 Demolition | | | | |
| 15 | 1490 Replacement Reserve | | | | |
| 16 | 1492 Moving to Work Demonstration | | | | |
| 17 | 1495.1 Relocation Costs | | | | |
| 18 | 1499 Development Activities | | | | |
| 19 | 1501 Collateralization or Debt Service | | | | |
| 20 | 1502 Contingency | | | | |
| 21 | Amount of Annual Grant: (sum of lines 2 – 20) | \$ 47,786.00 | | 0 | 0 |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security – Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security – Hard Costs | | | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | \$ 2,145.00 | | | |

Signature of Executive Director

Signature of Public Housing Director Office Programs Administrator

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650109 Replacement Housing Factor Grant No: | | | Federal FY of Grant: 2009 | | | |
|--|---|--|-----|----------------------|----------------------------------|--------------------|-------------------|-------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | <u>Operations</u> | | | | | | | |
| TX 296-1 | <u>Administrative Salaries</u> | 1406 | | \$ 7,640.00 | | 0 | 0 | |
| | Funding for additional administrative salaries | 1406 | | \$ 7,640.00 | | 0 | 0 | Planning |
| | <u>Administration</u> | 1410 | | \$ 4,560.00 | | 0 | 0 | |
| TX 269-1 | <u>Technical Salaries</u> | 1410 | | \$ 3,660.00 | | 0 | 0 | Planning |
| | The PHA is required to utilize staff time associated with procurement, management, and construction | | | | | | | |
| TX 269-1 | <u>Travel Costs</u> | 1410 | | \$ 500.00 | | 0 | 0 | Planning |
| | The PHA requires funds for travel associated with the program | | | | | | | |
| TX 269-1 | <u>Sundry Costs</u> | 1410 | | \$ 400.00 | | 0 | 0 | Planning |
| | Funds needed for advertising, and associated other costs | | | | | | | |
| | <u>Fees and Costs</u> | 1430 | | \$ 6,885.00 | | 0 | 0 | |
| TX 269-1 | <u>A/E Fees</u> | 1430 | | \$ 3,102.00 | | 0 | 0 | Planning |
| | Design and construction services are required due to the scope of improvements | | | | | | | |
| TX 269-1 | <u>Modernization Coordinator</u> | 1430 | | \$ 2,585.00 | | 0 | 0 | Planning |
| | Services required to assist PHA in fulfillment of program | | | | | | | |
| TX 269-1 | <u>Fee Accountant</u> | 1430 | | \$ 1,200.00 | | 0 | 0 | Planning |
| | Monthly accounting | | | | | | | |
| | <u>Site Work</u> | 1450 | | \$ 11,500.00 | | 0 | 0 | |
| TX 296-1 | <u>Conversion of Gas transmission lines</u> | 1450 | | \$ 11,500.00 | | 0 | 0 | Planning |
| | | | | | | | | |

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650109 Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | | |
|--|---|--|-----|----------------------------|---------|----------------------------------|-------------------|-------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | <u>Dwelling Structures Improvements</u> | <u>1460</u> | | <u>\$ 14,701.00</u> | | 0 | 0 | |
| | <u>Porch conversion to Laundry room</u> | 1460 | | \$ 3,000.00 | | 0 | 0 | Planning |
| | Construct wall to close in rear porch to create a laundry room | | | | | | | |
| | <u>Ceiling & Wall Repairs</u> | 1460 | | \$ 11,701.00 | | 0 | 0 | Planning |
| | Repair detritions to walls and ceilings due to normal detritions | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | <u>Non-Dwelling Equipment</u> | <u>1475</u> | | <u>\$ 2,500.00</u> | | 0 | 0 | |
| TX 269-1 | <u>Printer Fax Scanner Replacement</u> | 1475 | | \$ 2,500.00 | | 0 | 0 | Planning |
| | The PHA has a need for replacement | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

[illegible]

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**PHA Name: **Housing Authority of the City of Schulenburg, Texas**

Grant Type and Number

Capital Fund Program Grant No: **TX59S29650109**

Replacement Housing Factor Grant No:

Federal FY
of Grant:
2009☐ Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)☒ Performance and Evaluation Report for Period Ending: 10/01/2009☐ Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost | |
|------|---|----------------------|---------|---------------------|----------------------|
| | | Original | Revised | Obligated | Expended |
| 1 | Total non-CFP Funds | | | | |
| 2 | 1406 Operations (may not exceed 20% of line 21) | | | | |
| 3 | 1408 Management Improvements | | | | |
| 4 | 1410 Administration (may not exceed 1020% of line 21) | \$ 6,050.00 | | \$ 2 | 000.00 |
| 5 | 1411 Audit | | | | |
| 6 | 1415 Liquidated Damages | | | | |
| 7 | 1430 Fees and Costs | \$ 4,000.00 | | \$ 3,000.00 | \$ 0.00 |
| 8 | 1440 Site Acquisition | | | | |
| 9 | 1450 Site Improvement | \$ 4,350.00 | | | |
| 10 | 1460 Dwelling Structures | \$ 42,169.00 | | \$ 20,000.00 | \$ 19,953.86 |
| 11 | 1465.1 Dwelling Equipment—Nonexpendable | | | | |
| 12 | 1470 Nondwelling Structures | | | | |
| 13 | 1475 Nondwelling Equipment | | | | |
| 14 | 1485 Demolition | | | | |
| 15 | 1490 Replacement Reserve | | | | |
| 16 | 1492 Moving to Work Demonstration | | | | |
| 17 | 1495.1 Relocation Costs | | | | |
| 18 | 1499 Development Activities | | | | |
| 19 | 1501 Collateralization or Debt Service | | | | |
| 20 | 1502 Contingency | \$ 4,000.00 | | | |
| 21 | Amount of Annual Grant: (sum of lines 2 – 20) | \$ 60,569.00 | | \$ 25,000.00 | \$ 21,953.086 |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security – Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security – Hard Costs | | | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | | | | |

Signature of Executive Director

Signature of Public Housing Director Office Programs Administrator

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650109 Replacement Housing Factor Grant No: | | | Federal FY of Grant: 2009 | | | |
|--|---|--|-----|---------------------------|----------------------------------|---------------------------|---------------------------|-------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | | | | | |
| | <u>Administration</u> | <u>1410</u> | | <u>\$ 6,050.00</u> | | <u>\$ 2,000.00</u> | <u>\$ 2,000.00</u> | |
| TX 269-1 | <u>Technical Salaries</u> | 1410 | | \$ 5,100.00 | | \$ 2,000.00 | \$ 2,000.00 | On Going |
| | The PHA is required to utilize staff time associated with procurement, management, and construction | | | | | | | |
| TX 269-1 | <u>Travel Costs</u> | 1410 | | \$ 500.00 | | 0 | 0 | Planning |
| | The PHA requires funds for travel associated with the program | | | | | | | |
| TX 269-1 | <u>Sundry Costs</u> | 1410 | | \$ 450.00 | | 0 | 0 | Planning |
| | Funds needed for advertising, and associated other costs | | | | | | | |
| | <u>Fees and Costs</u> | <u>1430</u> | | <u>\$ 4,000.00</u> | | <u>\$ 3,000.00</u> | <u>0</u> | |
| TX 269-1 | <u>A/E Fees</u> | 1430 | | \$ 3,000.00 | | \$ 3,000.00 | 0 | On Going |
| | Design and construction services are required due to the scope of improvements | | | | | | | |
| TX 269-1 | <u>Modernization Coordinator</u> | 1430 | | \$ 400.00 | | 0 | 0 | Planning |
| | Services required to assist PHA in fulfillment of program | | | | | | | |
| TX 269-1 | <u>Fee Accountant</u> | 1430 | | \$ 600.00 | | 0 | 0 | Planning |
| | Monthly accounting | | | | | | | |
| | <u>Site Work</u> | <u>1450</u> | | <u>\$ 4,350.00</u> | | <u>0</u> | <u>0</u> | |
| TX 296-1 | <u>Sidewalks and ramps</u> | 1450 | | \$ 4,350.00 | | 0 | 0 | Planning |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

| PHA Name: Housing Authority of the City of Schulenburg, Texas | | Grant Type and Number Capital Fund Program Grant No: TX59P29650109 Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | | |
|--|---|--|-----|----------------------------|---------|----------------------------------|----------------------------|--------------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Dev. Acct No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | <u>Dwelling Structures Improvements</u> | <u>1460</u> | | <u>\$ 42,169.00</u> | | <u>\$ 20,000.00</u> | <u>\$ 19,953.86</u> | |
| | <u>Porch conversion to Laundry room</u> | 1460 | | \$ 42,169.00 | | \$ 20,000.00 | \$ 19,953.86 | On Going |
| | Construct wall to close in rear porch to create a laundry room | | | | | | | |
| | | | | | | | | |
| | <u>Contingency</u> | <u>1502</u> | | <u>\$ 4,000.00</u> | | <u>0</u> | <u>0</u> | |
| Tx296-1 | Due to uncertain cost HA requests flexibility in contracting | | | \$ 4,000.00 | | 0 | 0 | Undetermin ed |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

[illegible]

| Capital Fund Program Five-Year Action Plan | | | | | |
|---|------------------|--|--|---|--|
| PART I: SUMMARY | | | | | |
| PHA Name Schulenburg Housing Authority | | | | <input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No: | |
| Development Number/Name/HA-Wide | Year 1 | Work Statement for Year 2 FFY Grant: 2011 PHA FY: 2012 | Work Statement for Year 3 FFY Grant: 2014 PHA FY: 2015 | Work Statement for Year 4 FFY Grant: 2015 PHA FY: 2016 | Work Statement for Year 5 FFY Grant: 2010 PHA FY: 2011 |
| | Annual Statement | | | | |
| TX 296-001 | | \$ 25,071.00 | \$ 25,071.00 | \$ 25,071.00 | \$ 21,071.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| PHA Wide | | \$ 23,435.00 | \$ 23,435.00 | \$ 23,435.00 | \$ 27,435.00 |
| | | | | | |
| | | | | | |
| Total CFP Funds (Est.) | | \$ 48,506.00 | \$ 48,506.00 | \$ 48,506.00 | \$ 48,506.00 |
| | | | | | |
| | | | | | |
| CFP Funds Listed for 5-year planning | | | | | |
| | | | | | |
| Replacement Housing Factor Funds | | | | | |

| CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN | | | | | | |
|--|---|------------------------------------|---------------------|--|-------------------------|---------------------|
| Part II: Supporting Pages—Work Activities | | | | | | |
| Activities for Year 1 | Activities for Year : <u>2</u> FFY Grant: 2011 PHA FY: 2012 | | | Activities for Year: <u>3</u> FFY Grant: 2012 PHA FY: 2013 | | |
| | Development Name/Number | Major Work Categories | | Development Name/Number | Major Work Categories | Estimated Cost |
| SEE | | | | | | |
| ANNUAL | TX 296-001 | Replace Windows | \$ 8,000.00 | TX 296-001 | Replace Sidewalks | \$ 5,000.00 |
| ENT | | Replace Sidewalks | \$ 3,000.00 | | Repair Kitchen Cabinets | \$ 10,071.00 |
| | | Replace HVAC System and components | \$ 10,071.00 | | Replace Bath Fixtures | \$ 6,000.00 |
| | | Contingency | \$ 4,000.00 | | Contingency | \$ 4,000.00 |
| | | SUBTOTAL | \$ 25,071.00 | | SUBTOTAL | \$ 25,071.00 |
| | | | | | | |
| | PHA Wide | Administration | \$ 7,640.00 | PHA Wide | Administration | \$ 7,640.00 |
| | | Operations | \$ 3,660.00 | | Operations | \$ 3,660.00 |
| | | A/E Services | \$ 6,685.00 | | A/E Services | \$ 6,685.00 |
| | | Fee Accountant | \$ 1,200.00 | | Fee Accountant | \$ 1,200.00 |
| | | Refig/stoves | \$ 4,250.00 | | Refig./stoves | \$ 4,250.00 |
| | | SUBTOTAL | \$ 23,435.00 | | SUBTOTAL | \$ 23,435.00 |
| | | | | | | |
| | | | | | | |
| Total CFP Estimated Cost | | | \$ 48,506.00 | | | \$ 48,506.00 |

| CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN | | | | | |
|---|-------------------------|--------------|--|------------------------|----------------|
| Part II: Supporting Pages—Work Activities | | | | | |
| Activities for Year : <u>4</u> FFY Grant: 2013 PHA FY: 2014 | | | Activities for Year: <u>5</u> FFY Grant: 2014 PHA FY: 2015 | | |
| Development Name/Number | Major Work Categories | | Development Name/Number | Major Work Categories | Estimated Cost |
| | Repair/ Replace Fencing | \$ 8,000.00 | | Bath Renovations | \$ 5,000.00 |
| | Kitchen renovations | \$ 18,071.00 | | Tree trimming | \$ 2,071.00 |
| | Window Coverings | \$ 3,000.00 | | Replace Door Locks | \$ 15,000.00 |
| | Replace Floor Tile | \$ 4,000.00 | | Utility Room Additions | \$ 4,000.00 |
| | | \$ 25,071.00 | | | \$ 21,071.00 |
| | | | | | |
| PHA Wide | Administration | \$ 7,640.00 | | Administration | \$ 7,640.00 |
| | Operations | \$ 3,660.00 | | Operations | \$ 3,660.00 |
| | A/E Services | \$ 6,685.00 | | A/E Services | \$ 6,685.00 |
| | Fee Accountant | \$ 1,200.00 | | Fee Accountant | \$ 1,200.00 |
| | Refig/stoves | \$ 4,250.00 | | Refig/stoves | \$ 4,250.00 |
| | SUBTOTAL | \$ 23,435.00 | | Computer System | \$ 4,000.00 |
| | | | | SUBTOTAL | \$ 27,435.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total CFP Estimated Cost | | \$ 48,506.00 | | | \$ 48,506.00 |

Addendum V

Violence Against Women Act Policy VAWA

1.0 Purpose

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- a) protecting the safety of victims;
- b) creating long-term housing solutions for victims;
- c) building collaborations among victim service providers; and
- d) assisting MPHA to respond appropriately to the violence while maintaining a safe environment for MPHA, employees, tenants, applicants, Section 8 participants, program participants and others.

The Policy will assist the **Schulenburg Housing Authority (SHA)** in providing rights under the Violence Against Women Act to its applicants, public housing residents, Section 8 participants and other program participants.

2.0 Mission Statement

SHA's policy is to comply with the 2005 VAWA Pub. L. 109-162; Stat. 2960 signed into law on January 5, 2006 and codified at 42 U.S.C. § 1437d (l) and 1437f (d), (o) & l and (u). SMHA shall not discriminate against an applicant, public housing resident, Section 8 program participant or other program participant on the basis of the rights or privileges provided under the VAWA.

This Policy is incorporated into **SHA's** "Statement Of Policies Governing Admission to Continuing Occupancy of Low Rent Housing" and "Section 8 Program Administrative Plan" and applies to all SMHA housing programs including the Family Self Sufficiency Program and Housing Counseling Programs.

3.0 Definitions

The definitions in this Section apply only to this Policy.

3.1 **Confidentiality:** Means that SHA will not enter information provided to SHA under 4.2 and 4.3 into a shared database or provide this information to any related entity except as stated in 4.4.

3.2 **Dating Violence:** Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. § 1437d (u) (3) (A).

3.3 **Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Texas, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Texas.

3.4 **Homeless, Homeless Individual, and Homeless Person:** A person who lacks a fixed, regular and adequate nighttime residence. Also includes: a) a person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; b) a person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations; c) a person living in emergency or transitional shelter; d) a person abandoned in a hospital; e) a person awaiting foster care placement; or f) a person who has a primary nighttime resident that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings. VAWA of 2005 § 41403.

- 3.5 Involuntary Displacement:** Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating domestic violence or stalking against the victim.
- 3.6 Immediate Family Member:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the household of the victim and related to the victim by blood and marriage. 42 U.S.C. § 1437d (u) (3) (D)
- 3.7 Long-term Housing:** Is housing that is sustainable, accessible, affordable and safe for the foreseeable future which: a) the person rents or owns; b) is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program; c) directly provided by SHA, is not time limited and the person meets the eligibility requirements of the program.
- 3.8 Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.
- 3.9 Stalking:** (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. § 1437d (u)(3)(C).
- 3.10 Victim:** Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under 4.2 and 4.3 or as requested by SHA.
- 4.0 Certification and Confidentiality**
- 4.1 Failure to Provide Certification Under 4.2 and 4.3**
The person shall provide complete and accurate certifications to SHA, owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, SHA, the owner or manager may take action to deny or terminate participation or tenancy under: 42 U. S. C. § 1437 I (5) & (6); 42 U. S. C. §1437 (d) (c) (3); 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) &(D); or 42 U. S. C. § 1437f (o)(20) or for other good cause.
- 4.2 HUD Approved Certification**
For each incident that a person is claiming is abuse, the person shall certify to **SHA**, owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information.
- 4.3 Other Certification**
A person who is claiming victim status shall provide to **SHA**, an owner or manager: a) documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial, local police or court record.
- 4.4 Confidentiality**
SHA, the owner and manager shall keep all information provided to SMHA under this Section confidential. **SHA**, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
(a) the victim requests or consents to the disclosure in writing;

- (b) the disclosure is required for:
 - (i) eviction from public housing under 42 U. S. C. § 1437 I (5) & (6) (See Section 5 in this Policy);
 - (ii) termination of Section 8 assistance under 42 U. S. C. § 1437f (c)(9); 42 U. S. C. § 1437f (d)(1)(B)(ii) & (iii); 42 U. S. C. § 1437f (o)(7)(C) & (D); or 42 U. S. C. § 1437f (o)(20) (See Section 5 in this Policy); or
- (c) the disclosure is required by applicable law.

4.5 Compliance Not Sufficient to Constitute Evidence of Unreasonable Act

The **SHA**, owner or manager compliance with Sections 4.1, 4.2 and 4.3 shall alone not be sufficient to show evidence of an unreasonable act or omission by them.

5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

- 5.1** **SHA** shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission of assistance.
- 5.2** An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- 5.3** Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 5.4** Notwithstanding Sections 5.1, 5.2 and 5.3 **SHA**, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. 42 U.S.C. §1437d(l)(6)(B).
- 5.5** Nothing in Sections 5.1, 5.2 and 5.3 shall limit the authority of **SHA**, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- 5.6** Nothing in Sections 5.1, 5.2 and 5.3 limits **SHA**, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However **SMHA**, owner or manager may not hold a victim to a more demanding standard.
- 5.7** Nothing in Sections 5.1, 5.2 and 5.3 limits **SHA**, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the **SHA**, owner or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- 5.8** Nothing in Sections 5.1, 5.2 or 5.3 limits **SHA**, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- 5.9** A Section 8 recipient who moves out of a assisted dwelling unit to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other obligations of the Section 8 program may receive a voucher and move to another Section 8 jurisdiction.
- 5.10** A public housing tenant who wants a transfer to protect their health or safety and who: a) is victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and 3) has complied with all other obligations of the public housing income program may transfer to another **SHA** unit, receive a Section 8 voucher and stay in Smithville or move to another Section 8 jurisdiction.

6.0 Actions Against a Perpetrator

SHA may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; b) obtaining and enforcing a trespass against the perpetrator; c) enforcing **SHA** or law enforcement's trespass of the perpetrator; d) preventing the delivery of the perpetrator's mail to the victim's unit; e) providing identifying information listed in 4.2; and f) other reasonable measures.

7.0 Notice to Applicants, Participants, Tenants and Section 8 Managers and Owners.

SHA shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations under Section 4.4 Confidentiality and Section 5.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy.

8.0 Preferences

Families who are victims under VAWA will receive a preference in **SHA**'s public housing and housing assistance programs. Families who have been victims of domestic violence, dating violence or stalking shall provide: a) documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial or local police or court record to establish their victim status under this policy.

9.0 Reporting Requirements

SHA shall include in its 5 year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. **SHA** shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

10.0 Conflict and Scope: This Policy does not enlarge **SHA**'s duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another **SHA** policy such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.

11.0 Amendment: The Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose or interpretation. The proposed amendment along with the rationale for the amendment shall be submitted to the Executive Director for consideration. Where reasonably necessary, the Executive Director may approve the amendment. The amendment shall be effective and incorporated on the date that the Executive Director signs the amendment.

Required Attachment VAWA Provisions
Public Housing Agency Plan Provision – Annual Plan
Schulenburg Housing Authority (SHA)

The Schulenburg Housing Authority (SHA) has adopted a policy (the “SHA VAWA Policy”) to implement applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA). SHA’s goals, objectives and policies to enable SHA to serve the needs of child and adult victims of domestic violence, dating violence and stalking, as defined in VAWA, are stated in the SHA VAWA Policy, a copy of which will be attached.

In addition:

A. The following activities, services, or programs are provided by SHA, directly or in partnership with other service providers, to child and adult victims of domestic violence, dating violence, sexual assault or stalking.

“None” but planning is ongoing due to lack of local partners

B The following activities, services, or programs are provided by SHA to help child and adult victims of domestic violence, dating violence, sexual assault, or stalking maintain housing.

“None.” ” but planning is ongoing due to lack of local partners

C. The following activities, services, or programs are provided by SHA to prevent domestic violence, dating violence, sexual assault and stalking, or to enhance victim safety in assisted families.

“None”

Addendum O

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service - volunteer work which includes, but is not limited to:

2. Work at a local school, hospital, or child care center
3. Work with youth organizations
4. Work at the Authority to help improve physical conditions
5. Work at the Authority to help with children's programs
6. Helping neighborhood groups with special projects
7. Working through resident organization to help other residents with problems

NOTE: Political activity is excluded.

Self Sufficiency Activities - activities which include, but are not limited to:

4. Job training programs
5. Substance abuse or mental health counseling
6. English proficiency or literacy (reading) classes
7. Budgeting and credit counseling
8. Any kind of class that helps a person toward economic independence

Exempt Adult - an adult member of the family who

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is working at least 20 hours per week
5. Is participating in a welfare to work program

- 6 Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

C. Requirements of the Program

4. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
5. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
6. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

7. Family obligations

- a. At lease execution or re-examination after October 1, 1999, all adult members (18 or older) of a public housing resident family must
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non renewal of their lease.
- b. At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
- c. If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
- d. Change in exempt status:
 - 1) If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - 2) If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

5. Authority obligations

- a. To the greatest extent possible and practicable, the Authority will
 - 1) provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement)*
 - 2) provide in-house opportunities for volunteer work or self sufficiency programs.
- b. The Authority will provide the family with exemption verification forms and

Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution

- c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority=s Grievance Procedure if they disagree with the Authority=s determination.
- d. Noncompliance of family member
 - 1) At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - 2) If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
 - 3) If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
 - 4) The family may use the Authority=s Grievance Procedure to protest the lease termination.

Addendum Q

MAINTENANCE PLAN

A. General Performance Standards

1. Respond to Resident generated service requests within three (3) days maximum;
2. Respond to emergency service requests on the same day as received- within a 24 hour maximum;
3. Adhere to a documented Preventive Maintenance Program;
4. Inspect all units for Preventive Maintenance annually;
5. Complete all scheduled Preventive Maintenance inspection in a timely
6. Adopt and adhere to a cyclical painting program;
7. Prepare vacant units for occupancy within fourteen (14) working days maximum;
8. Provide Maintenance Staff with access to all necessary tools, equipment, supplies, and materials.
9. Assure that problems and discussions regarding Residents will stay in the office and will not be shared with other Residents or general public or friends or family.

B. Maintenance Priorities

Maintenance work shall be performed according to the following priority of work order categories:

1. **Emergency Maintenance**---these are items that if not repaired promptly could cause injury, loss of life, threaten health or cause serious property damage such as:
 - a. Broken gas line or leaks
 - b. Fires
 - c. Loss of power
 - d. Broken Water lines
 - e. Exposed electrical lines
 - f. Loose ceilings
 - g. No heat (when temperature is less than 40 degrees Fahrenheit)
 - h. Broken door locks
 - i. Other conditions that might cause harm to the Resident or others or damage to property.

Emergency work will be accomplished during the current work day.

8. Resident Service MaintenanceCitems in this category are all work initiated as a result of Resident requests and include:
 - a. Electrical repairs
 - b. Plumbing repairs
 - c. Broken window panes
 - d. Floor tile repair

Resident service Maintenance is to be performed within three (3) working days

3. Routine **Maintenance**Cincludes ongoing regularly scheduled Maintenance activities intended to maintain the decent, safe and sanitary nature of the housing and to maintain curb appeal of the property. Includes:
 - a. Extermination and Pest Control

- b. Janitorial and Grounds Cleaning
 - c. Trash Collection
 - d. Lawn care/Landscaping
9. Vacant Units TurnoverCincludes all work necessary to prepare a vacant unit for occupancy by a new Resident.

Units needing minor rehabilitation shall be made ready within fourteen (14) calendar days

5. **Planned/Preventive Maintenance**C includes activities based on regular, scheduled, and methodical inspection of dwelling units, buildings, equipment, and major systems. These inspections are designed to maintain Housing Authority property in good repair and to appreciably extend its useful life by assuring repairs are made prior to deterioration and actual breakdown, thereby minimizing both damage and repair costs.

C. Work Order System

- 1. Policies
 - a. Maintenance Staff will make no repairs without an authorizing work order form.
 - b. Repairs are to be performed within the time frames established in the performance standards (see A)
- 2. Procedures
 - a. A completed work order will include
 - 1) Date and time issued to person or entity to do the work
 - 2) Unit number
 - 3) Detailed description of work to be done
 - 4) Date and time the work is satisfactorily completed
 - 5) The parts used to complete the repairs and the cost of the parts
 - 6) Whether the damage was caused by the Resident and the charges to the Resident for Resident-caused damage.
 - 7) Signature of intake person
 - 8) Signature of Resident on completion of work
 - b. Work orders will be issued by Management and entered into a log which indicates at all times the status of all work orders as to type (emergency, non-emergency) when issued, and when completed.
 - c. A non-emergency routine work order is any work order that covers a situation that is not an immediate threat to life, health, safety, or property, or that is unrelated to fire safety.
 - d. Emergency work orders are for situations that pose an immediate threat to health or safety, and take highest priority. (See B1)
 - e. The majority of work requests initiated by the Housing Authority Staff will be those attributable to preventive, or planned Maintenance, or unit inspections. These work orders are handled as routine work orders.
 - f. Maintenance Staff will routinely pick up work orders at:

9.00 a.m. each morning and at 3:00 p.m.
 - g. Any time throughout the day that Staff is near or at office, they will check for additional work orders.
 - h. Insofar as possible, Maintenance Staff will be issued parts and supplies needed to complete assigned work orders at the time they are assigned the work order.
 - i. Procedure when entering an unit

- 1) Staff will first knock on the door, state the purpose of the visit and politely ask for admittance.
- 2) If no one is home, Staff is to let themselves in, perform the work and/or inspection, and leave a note and secure the unit before leaving.
- 3) If the Resident is at home, the Staff will ask if there is anything they missed that requires Maintenance.
- 4) Staff then fills out the Work Order/Inspection form and notes whether each element requiring attention:
 - a) Was in good repair
 - b) Was clean
- 5) Staff makes a note of completed work order or that additional work is needed and whether items that will require additional work will require additional work orders
- j. Maintenance Staff will make note, while in a unit or on a site, of excessive poor housekeeping habits or dangers, of children left unattended, excessive damages or repeated damages, and infestation. These will be noted on the work order and Management notified immediately.
- k. A work order deferred for modernization is any work order that is combined with similar work items and completed within the current PHAS assessment year, or will be completed in the following year if there are less than three months remaining before the end of the Housing Authority fiscal year when the work order was generated, under the Housing Authority's modernization program or other Housing Authority capital improvements program.
- l. Work orders will be filed in numerical order in a Maintenance file and a copy will be filed in the Resident file
- m. Notice of charges are mailed to the Resident being charged
- n. Ten percent (10%) of all completed work orders shall be checked by the Maintenance Supervisor for quality of work.

D. Assessing Resident Maintenance Charges

1. Residents will be assessed a charge for repairs made to their dwelling units in excess of what is required for normal wear and tear and damage which is caused by the Resident, members of the household, guests, or by neglect.
2. Charges will be made according to the Schedule of Other Charges posted on the Authority bulletin board.
3. If a Resident calls an unauthorized person to work on their unit or appliances, etc., and it is not an emergency to which a Maintenance Staff is unable to tend, the Resident will be responsible for the cost of that repair.
The Housing Authority will NOT be liable for the cost.

E. Emergency Maintenance Procedures

1. the Maintenance Supervisor will be contacted immediately
2. Maintenance Supervisor will immediately go to location and verify existence of an emergency situation
3. Maintenance Supervisor will determine whether the work can be done in house or requires contract services

4. If matter cannot be resolved quickly completed, emergency status can be abated by transferring the Resident away from the emergency situation.
5. Emergency work orders will be turned in immediately upon completion.
6. If situation is determined not to be an emergency, Resident will be informed that request will be considered as any other routine Resident request.

F. Routine Maintenance Procedures (Ongoing)

1. Extermination

- a. The Housing Authority extermination Staff will be provided with the proper training, equipment, insecticides, and bait necessary to maintain an efficient and effective pest control program.
- b. The Maintenance Staff will program and schedule extermination requirements for each development.
Schedule is as follows:
- c. The Housing Authority Staff will be furnished approved schedules ten (10) days prior to the first extermination date.
- d. Management is responsible for notifying the Residents and assuring that units are properly prepared.
- e. All developments will be completely treated for pests within a one (1) year cycle.
- f. **Unscheduled Pest Extermination**
 - 1) Residents requiring interim extermination will report this to the Housing Authority office.
 - 2) The Housing Authority Staff will inform the Maintenance Staff that the unit will have an interim extermination by issuing a work order.
 - 3) Extermination services may be provided on demand on a monthly basis.
- g. **Rodent Control**
Properties will be baited for rodent extermination on:
 - 9a scheduled annual cycle of
 - 9as necessary
- h. Management will take precautionary measures to assure that Residents are aware of the antidote for the rodent poison use.

2. Janitorial and Grounds Cleaning

- a. **Sweeping and mopping of Public Areas**
All public corridors will be broom swept and mopped daily. Whenever possible, this operation will be performed in the mornings when Resident traffic is the lightest.
- b. **Cleaning Grounds and Landscaped Areas**
 - A. The policing of landscaped areas is best performed by a worker equipped with a shoulder bag and metal tipped spear or other comparable equipment. The worker will wear gloves for protection when removing trash from the spear. Paper, small cardboard cartons, and miscellaneous trash will be speared and deposited in the bag or other approved container.
 - B. Litter, such as cigarette butts or matches on lawn and other areas, which are too small to be speared, will be swept up by means of a bushel basket or wheelbarrow for removal. A square-faced shovel can be used for picking up

- the debris.
- C. Large pieces of paper and miscellaneous trash, such as clothes hangers, too cumbersome for the bag, will be deposited in the nearest stationary waste basket or dumpster.
- 4) Litter found with names of Residents will be noted and reported to the Housing Authority office so that notices can be mailed to the Resident about the litter and charges, if applicable.
- c. Cleaning of walks, roads, playgrounds, parking areas--
On paved/hard surfaces where cars, benches, and play equipment is prevalent, best results are attained by manual sweeping

3. Trash Collection

The Housing Authority will provide periodic trash collection at a frequency required to maintain the development in a sanitary condition with required Resident cooperation.

- 9 Trash collection will be provided by the City on a scheduled basis
- 9 Trash collection will be provided by a private firm under contract to the Housing Authority on a scheduled basis. These contracts will be renewed annually.

4. Lawncare/Landscaping

- a. The Housing Authority will keep all elderly units and the Housing Authority office/Maintenance/storage lawns and landscaping areas cut and trimmed during the growing season to enhance the image of the Housing Authority and to provide an attractive setting for its Residents and the general public.
- b. Lawncare
 - 1) By March 1 of each year, the Housing Authority Staff and Maintenance Staff will prepare a schedule of all activities by development.
(i.e., frequency of grass cutting, hedge cutting, tree and lawn trimming, flower bed preparation, fertilizing, weed poisons, etc)
 - 2) By March 15 of each year, Management Staff and Maintenance Supervisor will make certain that supplies are ordered and equipment is stocked and operational.
 - 3) Damage - In early Spring, the Maintenance Staff will clear debris (tree limbs, large rocks, etc.) From each lawn area and report excessive lawn damage, damage to trees, ornamental plants and shrubs to the Housing Authority office. The Maintenance Supervisor will inform the Housing Authority office of the location and nature of damage, and schedule corrective work.
 - 4) Fertilization and Weed Prevention - In the Spring, each lawn area will receive an application of fertilizer and weed prevention.
 - 5) Mowing - Lawns will be cut approximately every fourteen (14) days depending on the rate of growth. In the Spring, mowing may be required more frequently.
 - 6) Watering - Lawns should be watered every day except when limited due to local water shortage conditions, or some other factor which would cause damage to the lawn area (such as immediately after some chemicals have been

applied to prevent weed growth), or scheduled by the Housing Authority Staff for budget purposes.

c. Landscaping

- 1) Hedges and Shrubs - Ornamental plants should be trimmed on a regular basis. No plants should touch the foundation of any building. The shrubs should be cut clear of any stairs or building. The height and width of any hedge depends on their location and purpose. (i.e., whether they are decorative or serve as a buffer to street traffic or as a deterrent to window peeping, etc)
- 2) Trees - All dead or broken limbs should be cut clean near the trunk of the tree. No tree limb should touch any building or electrical line or overhang a traffic sign or cut view of street traffic.
- 3) Flower Beds - Beds will be cleared of debris and weeded on a regular schedule. A bed of mulch, tree bark, or stone will be placed to avoid excessive infiltration.
- 4) Weed Retardant - Where necessary, weed retardant should be administered to those areas that are not conducive to the growth of vegetation. (i.e., cracks in pathways, along foundations, fence areas, etc.)
- 5) Edging - Lawns, walkways, driveways/parking areas, and curbs should be edged to present a neat and attractive appearance each time the lawn is mowed.

5. Snow Removal (if applicable)

G. Vacant Unit Turnaround Procedure

1. It is the policy of the Housing Authority to prepare vacant units for re-occupancy within a maximum of fourteen (14) working days.
2. As soon as a vacant unit is reported to Maintenance, plans will be made to inspect, repair, paint, and clean as needed.
3. If the Resident is available, the Resident will certify the condition of the unit on the Unit Inspection form.
4. In cases where the Resident vacates without notice, the Maintenance Staff shall perform the move-out inspection within 24 hours of learning of the vacancy.
 - a. Staff will note all items which must be repaired and/or cleaned, and determine any damages to be charged to the Resident's account.
 - b. Following inspection, the Maintenance Staff shall determine which work orders must be prepared.
- e. Make-Ready Steps
 - a. Secure unit and change the cylinders on the unit doors and mailbox locks. The keys to the old cylinders should be tried in both the old unit and mailbox locks to ensure their proper operation. If satisfactory, the old cylinders and keys should be retained for re-use somewhere else at a later date.
 - b. Remove range and refrigerator 9applicable 9not applicable
Clean/repair range and refrigerator thoroughly
 - c. Exterminate
 - d. Remove debris and clean
 - e. Remove old name plates from the mail box, directory, and unit entrance door
 - f. Remove all picture hooks, nails, curtain hooks and rods , shower curtain rings, etc.

- g. Plaster as required, especially nail holes
 - h. Replace or repair torn shades or blinds for proper operation
(If the shade roller has lost spring tension, shades should be pulled down, removed from brackets, rewound manually, and reinstalled)
 - i. Clean all light fixtures, windows, and shades/blinds
 - j. Replace cracked, broken, missing, or loose ceramic tile
 - k. Repair Floor. Repair or replace missing asphalt tile. Mop the floor free of dirt, wax, scuff marks, etc. Excessive build-up of wax deposits should be removed
 - l. Replace wash basins that have chipped surfaces and cannot be repaired
 - m. Clean plumbing fixtures and cabinets thoroughly; Lemon Oil wood.

 - n. Wash the walls and/or paint the unit
 - o. Return the clean/repared range and refrigerator to the unit when leased , if applicable.
 - p. Final extermination (if needed)
 - q. Completed inspection form and Resident charges will be delivered to the Housing Authority office Staff as soon as unit is ready to be released
6. Circumstances will occur that will cause the Staff to exceed the 14 working day standard for unit preparation. These are individual exceptions and will not affect overall Housing Authority performance of this function. These circumstances shall include the following categories:
- a. Fire damaged units
 - b. Developments where there are more than five (5) vacated units in one week
 - c. Contract work is necessary
 - d. Major rehabilitation of vacant units (such as modernization)
7. If any one of the following work items is required in the vacant unit, it shall be classified as a major rehabilitation:
- a. Replace roof
 - b. Replace/repair entire plumbing system
 - c. Replace wall studs
 - d. Electrical re-wiring
 - e. Replace bathtub
 - f. Replace floor joists in any one room
8. If any combination of the following work items is required in a vacant unit, it shall be classified as a major rehabilitation.
(Volume of work is primary determination factor for a major rehabilitation):
- a. Replace 50% or more of interior doors
 - b. Replace entrance doors
 - c. Replace two or more windows (frames and panes)
 - d. Replace gutters and downspout
 - e. Replace three or more walls and/or ceilings (plaster and drywall)
 - f. Replace kitchen cabinets
 - g. Install commode sets
 - h. Replace radiators, baseboard heating, and connectors
 - I. Replace/repair three or more floors
 - j. Replace/repair 50% or more floor tile

- k. Replace kitchen sink
 - l. Replace bathroom facebow
 - m. Repair interior and/or exterior steps
 - n. Replace walls that are burst completely through
 - o. Replace closet flange
 - p. Replace ceramic wall tiles
 - q. Replace entire walkways
9. The Maintenance Staff and Management shall perform the final inspection.
10. Following this inspection, Management Staff shall accept the unit as complete if all work is completed to their satisfaction. If the unit is not accepted, the Maintenance Staff must see that the desired work is completed and schedule another final inspection. Acceptance of the unit is at the discretion of Management and it is expected that this discretion shall be exercised reasonably.

H. Planned and Preventive Maintenance Procedures

1. Annual Unit Inspections

- a. Each occupied unit will be inspected annually by Management or Maintenance Staff. Staff will provide a list of units that will be inspected in the upcoming week so that they can be scheduled. Management Staff will notify the Resident of the inspection by sending a letter at least three (3) days prior to the visit.
- b. The Staff member who is conducting the inspection will use the Authority=s Inspection Form.
- c. When major work items are found, they should be listed on the Inspection Form in sufficient detail to enable the preparation of a work order.
- d. Unusual conditions should also be reported to the Housing Authority Staff in writing on the Inspection Form.
- e. The following items will be checked during the inspection:
 - 1) Faucets - faucets will be inspected for their general condition (peeling, faded chrome, drips, etc.) Faucet handles should be adjusted for proper closure. If proper closure cannot be obtained, the washers on both the hot and cold water spindles will be replaced. When washers are changed, the faucet seat will also be replaced. On faucets equipped with non-renewable seats, defective seats will be ground to a smooth surface.
 - 2) Ranges - ranges will be inspected for oven door closure, knobs, flame adjustments, gas cock adjustments, oven spring tension, and top and oven burner condition. Defects will be corrected immediately. If the range is found to be in poor condition, defects will be corrected immediately. If the range is found to be in poor or dirty condition because of Resident neglect or lack of care, the problem will be reported on the Inspection Form and reported to the Maintenance Staff.
 - 3) Hardware - entrance door hinges will be lubricated if necessary and checked for spring tension closure. Unit door locks, knobs, strike plates, and stops will be checked for fastening, alignment, and workability. Defects will be corrected immediately. Door cylinders will be checked for proper key way and pinning to the unit master key. Cabinet hinges, friction catches, and pull

- handles will be inspected for proper closure, fastening, and alignment. Defects will be corrected immediately.
- 4) Tile Floors/Carpet - General condition of the floor will be noted on the form. When indentions, cracks, and bumps are found in the tile, the notation must include the color, size, and quantity of materials, and the room where tile replacement is necessary. Carpet will be inspected for cleanliness, wear and tear, and damages and noted on the inspection form.
 - 5) Ceramic Tile - the general condition of floor tile will be noted on the form. When cracked, broken, or missing tile is found, the notation must include the color, quantity, and size of material needed for the repair.
 - 6) Electrical - switches will be operated to check their workability. Defective switches and outlets and missing or badly cracked cover plates will be replaced. Loose fixtures will be tightened. Fuse cut-out boxes will be inspected for conformity to fusestats and adapters. Any deviation from these fusestats will be corrected immediately. If there are indications of tampering with fuse boxes, a notation will be made on the form and a report made to the Maintenance Staff. Light fixture will be checked for cleanliness and damage and working bulbs.
 - 7) Plumbing Fixtures - plumbing fixtures will be inspected for fastenings, workability, operation, water tightness and flow to and from the fixtures. Leaks to and from fixtures, including tubing, valves, bonnets, packing and piping, will be repaired immediately. Combination sinks, drain boards, bathtubs, and washbasins will be inspected for damage, wear, or chipping areas. The extent of damage will be recorded on the Inspection Form for disposition by the Maintenance Staff. Flush tanks, flush tank covers, and toilet bowls will be inspected for cracks and chips and for cleanliness and stains. If repair is needed, a notation will be made on the Inspection Form and reported to the Maintenance Staff.
 - 8) Refrigerators - will be checked for secure door closure, door seals, thermostat operation, freezing capability, and general condition and cleanliness. If the refrigerator is found to be in poor condition or dirty because of lack of care or abuse, the problem will be noted on the Inspection Form.
 - 9) Windows - will be checked for broken, cracked, or loose panes, proper operation of window locks, proper operation of the window opening and closure, weatherization (caulking, etc.), and for cleanliness.
 - 10) Blinds/shades - Blinds will be checked for condition and cleanliness of blades and tapes, for bent or broken blades, for proper operation of blind. Shades will be checked for proper operation of shade and condition and cleanliness. All repairs and conditions will be noted on the Inspection Form and reported to the Maintenance Staff.
 - 11) General Unit Condition - The general condition of the entire unit will be noted. The following items will be checked and a notation entered on the Inspection Form.
 - a) Is unit unsanitary, unclean, or unsafe? If so, give details.
 - b) Are there other damages, (walls, ceilings, doors, etc)

- c) Check washing machines for fixed connections to water supply and drainage.
 - d) Serial and tag number of range and refrigerator will be recorded for use in the annual inventory
 - f. Completed Inspection Form will be submitted to the Management Staff who is responsible for initiating the work orders arising from the inspection. These work orders will be categorized as Unit Inspection and their issuance noted on the Inspection Form.
- 2. **Building and Systems Maintenance**
 - a. **Buildings** - The Maintenance Staff will inspect each building and all facilities at least monthly. The inspection will include
 - 1) the complete building envelope, consisting of roofs, overhangs, exterior walls, windows, screens, doors, railing, and infestation
 - 2) all grounds, playground equipment, picnic tables, roads, walks, and the drainage system and lawns(checking for foundation problems or leaks of gas or water).
 - 3) Particular attention will be given to evidence of sewer problems, water leaks, gas leaks, and the electrical drops, and gas meter installations.
 - 4) The Maintenance Staff will report the conditions found and indicate the exact location of needed repairs or replacements.
 - b. **HVAC Systems** - Regular inspections will be made of HVAC systems whether by Housing Authority personnel or contractors.
 - c. **Equipment** - Whenever a new piece of equipment is purchased, a file is started including all recommended preventive Maintenance servicing dates. This information is recorded for scheduling. A copy of the work order, which confirms the performance of scheduled Maintenance, or the repair, or replacement of any parts, is placed in the file to establish a record of all work performed on the equipment or system.
 - d. **General Procedure** - Work to be accomplished quarterly is confirmed by work orders produced on the first of March, June, September, and December.
- 3. **Motor Vehicles**
 - a. Scheduled Maintenance

Specified tasks will be performed as required on a daily, weekly, or monthly basis:

 - Daily-** odometer check, visual check
 - Weekly-** (Monday morning before work begins)
Check all fluids, check inside and outside of vehicle
 - Monthly-** Tune-up and oil change as needed
(Maximum is 3,000 miles)
 - b. The Maintenance Staff is responsible for the condition of the vehicle and assuring that scheduled Maintenance is performed. This includes the completion of oil changes, lubrication, tune-ups, or other repairs and Maintenance. If the work required is beyond the capacity of Staff, outside services will be secured.
- 4. **Painting**
 - a. Exteriors

- 1) The scheduling of exterior painting is the responsibility of the Maintenance Department and is programmed to accomplish the painting of approximately one-fifth (1/5) of the total inventory each year.
 - 2) Included in the above inventory are all appendage facilities within each development. These include the Management/Maintenance building, recreation building, pump and meter structures, benches, and signs.
 - 3) Painting will be accomplished between cycles if it becomes necessary due to fire damage, hail, graffiti, or other unavoidable circumstances.
 - 4) Residents, unless employed to do so by the Housing Authority, are not to apply paint in any manner to building exteriors. Should they do so, they will be responsible for the restoration of the property as directed by the Housing Authority.
- b. Interiors
- 1) The condition of the interior paint finish of each unit will be inspected when vacated and a unit will be re-painted as necessary prior to occupancy to bring it to a standard of good property Maintenance.
 - 2) The interior of occupied units will be painted according to the cycle painting standard or as soon as feasible. Painting will be done at intervals no longer than every five (5) years for family units; every seven (7) years for elderly units.
 - 3) Interior of Management/Maintenance facilities will be painted as necessary but at least every 5 years.

I. Maintenance Staff Training

It is the intention of the Housing Authority's Maintenance Department to have a qualified, well-trained work force. Its goal is to ensure that every member of the department is thoroughly trained in his/her job skill in order to perform his/her mission in a timely and efficient manner.

Addendum I

GRIEVANCE PROCEDURE

- A. Purposes and Scope: The purpose of these procedures and requirements is to
1. set forth the requirements, standards, and criteria for a Grievance Procedure for residents of the **Housing Authority of the City of Schulenburg, Texas** to be established and implemented.
 2. to assure that an Authority resident is afforded an opportunity for a hearing if the resident disputes, within a reasonable time, any Authority action or failure to act involving the resident's lease with the Authority or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.

The Grievance Procedure provided herein shall be incorporated in each individual resident's lease by reference.

- B. Applicability
1. The Authority's Grievance Procedure shall be applicable to all individual grievances as defined herein.
 2. This Grievance Procedure shall not be applicable to disputes between Residents not involving the Authority or to class grievances.
 3. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group of residents and the Authority's Board of Commissioners.
- C. Definitions: The following definitions are applicable to the Grievance Procedure and requirements herein.
1. "Authority" where used herein means the **Housing Authority of the City of Schulenburg, Texas**.
 2. "Resident" shall mean any lessee or adult person(s) (other than a live-in aide) or the remaining head of the household of any resident family residing in housing accommodations covered in the lease and grievance procedures.
 3. "Grievance" shall mean any dispute which the resident may have with respect to Authority action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident, resident's rights, duties, welfare or status *except* an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to health or safety of other residents or Authority employees.
 4. "Complainant" shall mean any resident whose grievance is presented to the Authority in accordance with the paragraphs D and E herein.
 5. "Elements of Due Process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

- a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the resident to be represented by counsel;
 - c. Opportunity for the resident to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - d. A decision on the merits.
6. "Hearing Officer" shall mean a person selected in accordance with paragraph E3a below, to hear grievances and render a decision with respect thereto.
7. "Hearing Panel" shall mean a panel selected in accordance with paragraph E3b below, to hear grievances and render a decision with respect thereto.

Admissions and Occupancy Policy Housing Authority of the City of Schulenburg Texas

I. PURPOSE

This Policy is established in order that the Housing Authority of the City of Schulenburg, Texas will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract between the Housing Authority and HUD, and State and local laws, with respect to admission and occupancy of the Low Rent Public Housing Program.

This Policy governs admission and occupancy of Public Housing administered by the Housing Authority of City of Schulenburg, Texas hereafter called the Authority. It is the intent of the Authority to ensure decent, safe and sanitary housing for families of limited income in all Public Housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. It is the intent of the Authority to provide a suitable living environment which fosters economic and social diversity and upward mobility. The Authority will periodically review this Policy to assure compliance with housing legislation and civil rights requirements.

II. COMPLIANCE WITH CIVIL RIGHTS LAWS

A. Nondiscrimination

1. It is the policy of the Housing Authority of City of Schulenburg, Texas to comply with all applicable laws relating to Civil Rights, including
 - a. Title VI of the Civil Rights Act of 1964 (*24 CFR 1*)
 - b. Title VIII of the Civil Rights Act of 1968, as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988. (*24 CFR 100*)
 - c. Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (*24 CFR 8*)
 - d. Age Discrimination Act of 1975 (*24 CFR 146*)
 - e. Title II of the Americans with Disabilities Act, to the extent that it applies; otherwise, Section 504 and the Fair Housing Amendments govern.
 - f. Any applicable state laws or local ordinances

- g. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted *(24 CFR 960.203)*
- 2. The Authority will not discriminate because of race, color, sex, religion, age, familial status, disability, or national origin in the leasing, or other disposition of housing or related facilities, including land, that is part of any project under the Authority's jurisdiction covered by a contract for annual contributions under the U. S. Housing Act of 1937, as amended, or in the use or occupancy thereof. *(24 CFR 100.5)*
- 3. The Authority will not, on account of race, color, sex, religion, age, familial status, disability, or national origin:
 - a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - b. Provide housing which is different from that provided others, unless the housing has been specially adapted for use by persons with disabilities, where applicable and/or required;
 - c. Subject a person to segregation or disparate treatment;
 - d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
 - e. Treat a person differently in determining eligibility or other requirements for admission;
 - f. Deny a person access to the same level of services *(services must be accessible to disabled persons, whether services are offered by the Authority or by another service provider on the Authority's property); or*
 - g. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
- 4. The Authority will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine. *(24 CFR 960.205)*.
- 5. The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance

with Section 504 and the Fair Housing Amendments Act of 1988 the Authority will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25), make reasonable accommodations (24 CFR 100.204), or combinations of the two to permit people with disabilities to take full advantage of the housing program.

- a. In making reasonable accommodations or structural modifications to existing housing programs (see 24 CFR 8.24) or in carrying out Other Alterations (see 24 CFR 8.23(b)) for otherwise qualified persons with disabilities, the Authority is not required to:
 - 1) Make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect (24 CFR 8.24);
 - 2) Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32 (c));
 - 3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24 CFR 8.26);
 - 4) Take any action that would result in a fundamental alteration in the nature of the program (24 CFR 8.24 (a)(2)); or
 - 5) Take any action that would result in an undue financial and administrative burden on the Authority. (24 CFR 8.24 (a)(2)).
- b. When the Authority is making substantial alterations (defined in 24 CFR 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, Authority is not required to:
 - 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below grade level (24 CFR 8.26);

- 2) Make structural alterations that require the removal or altering of a load-bearing structural member (*24 CFR 8.32(c)*); or
- 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impractical. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. (*24`*

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. The Authority will not permit these policies to be subverted to do personal or political favors. The Authority will not offer units in an order different from that prescribed by this Policy, since doing so violates the Policy, federal law and the civil rights of the other families on the Waiting List. [*24 CFR 906.204 (a) (3) (ii)*]
7. The Authority will not discriminate in the assignment of managers and other staff responsible for the administration of the dwelling units.

B. Accessibility and Plain Language

1. Application and management offices, hearing rooms, community rooms, laundry facilities, craft and game rooms and other common areas of the Authority will be available for use by residents with a full range of disabilities. If these facilities are not already accessible and located on accessible routes, some must be made so, subject to the undue financial and administrative burden test. (*24 CFR 8.20 and 8.21*)
2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision and hearing impairments (*24 CFR 8.6*). The documents will be written simply and clearly to enable participants with learning or cognitive disabilities to understand as much as possible. (*24 CFR 912.5(a) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or resident in a language that is understood by the individual if the individual is not proficient in English*).

3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated, but Authority staff will offer examples where possible to help applicants/residents understand the issues involved. In writing materials to be used by applicants/residents, the Authority staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant=s ability to read or understand, so rules and benefits may have to be explained verbally, perhaps more than once. (24 CFR 8.6)
4. At the point of initial contact, Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative, advocate) accompany the applicant to receive, interpret and explain housing materials. (24 CFR 8.6)
5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read and filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. *(PHAs are not required to pay the costs associated with having a foreign language interpreter as they are for a sign language interpreter for the hearing impaired [24 CFR 8.6] because the Fair Housing law makes no such requirement)*
6. At a minimum, the Authority will prepare the following information in plain-language accessible formats:
 - a. Marketing and informational materials
 - b. Information about the application process
 - c. How rents and utility allowances are determined

- d. Application form and required certifications
- e. All form letters and notices to applicants/residents
- f. General statement about reasonable accommodation
- g. Orientation materials for new residents
- h. Lease and house rules
- i. Guidance or instructions about housekeeping and care
- j. Information about the Waiting List
- k. All information related to applicants= rights to hearings